

CLUB:

### TOGGENBURG RENTAL AGREEMENT 2017

Name \_\_\_\_\_

ShoeSize# \_\_\_\_\_ DAY: \_\_\_\_\_ DOB \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Skier/Boarder Type:    I    II    III    Circle one

**RENTAL WARNING AND LIABILITY RELEASE PLEASE READ CAREFULLY BEFORE SIGNING**

1. I accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop.
3. I agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.
4. I understand that skiing and snowboarding are hazardous sports which present risks of injury or death and I freely and voluntarily assume those risks. Further, I have read Article 18 of the NYS General Liability Law.
5. I have received instructions in the use of this equipment and have received satisfactory answers to any questions I may have regarding the use and function of this equipment. If I feel the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by a shop technician.
6. To the fullest extent allowed by law, I hereby agree to release, indemnify and hold harmless Toggenburg Ski Center and all manufacturers and distributors of this equipment, and their owners, agents and employees, from any and all liability for damage, injury or death to myself or to any other person or property which may result while using this equipment and that I waive any right to present any legal claim or suit against these persons, whether based upon negligence, breach of warranty, strict products liability or any other legal theories.
7. I accept this equipment as is and without any warranties, express or otherwise.
8. This document is a legally binding contract which supercedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claim or claims which are prohibited by law. The specific rights of the parties may vary.

RELEASE BINDINGS/ SKIS				
I understand that the ski-binding-boot system will not release at all times under all circumstances where release may prevent injury, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of my safety. I further understand that, although the ski-binding-boot system may reduce the risk of injuries to the skier's lower leg, it likely <u>cannot</u> protect the knee or any other part of the skier's body.				
BOOT SIZE	SOLE LENGTH	SKI LENGTH	SKIER CODE	BOOT#
I have verified that the final settings recorded on this form correspond with the visual indicators of the bindings. I understand that these settings depend on the accuracy of my statements on this form regarding my age, height, weight, and skier type.				FINAL INDICATOR VALUES
				LEFT                  RIGHT
I HAVE READ AND AGREED TO THE WARNING AND LIABILITY RELEASE ABOVE				TOE                      TOE
				LEFT                  RIGHT
				HEEL                    HEEL
				SIGNATURE OF SKIER, PARENT, GUARDIAN OR AGENT (CIRCLE ONE)
				DATE
NON RELEASING BINDINGS/ SNOWBOARD OR SKIBOARD				
I understand that the board-boot-binding system will not release during use, nor is it specifically designed to release as a result of forces induced during operation, and there is absolutely no guarantee of my safety.				
BOARD: SIZE	MODEL	SERIAL #	REGULAR	GOOFY
BOOT: SIZE	MODEL	SERIAL #		
I HAVE READ AND AGREED TO THE WARNING AND LIABILITY RELEASE ABOVE.				
SIGNATURE OF SKIER, PARENT, GUARDIAN OR AGENT (CIRCLE ONE)				DATE